SS&C Technologies, Inc. v. Reuters America L.L.C. et al Doc. 1

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SS&C TECHNOLOGIES, INC.,

Plaintiff,

versus

REUTERS AMERICA LLC, REUTERS LIMITED, and REUTERS AMERICA, INC.,

Defendants.

No. 06cv00154 (NRB)

COMPLAINT

Plaintiff demands trial by jury.

1. Plaintiff SS&C Technologies, Inc. sues defendants Reuters America LLC, Reuters Limited, and Reuters America, Inc. for breach of contract, unjust enrichment, and violation of the Lanham Act (15 U.S.C. §§ 1114, 1125).

2. To the extent that SS&C's claims arise under the Lanham Act, subject matter jurisdiction is predicated on 28 U.S.C. §§ 1331, 1338. Subject matter jurisdiction on the other claims rests on 28 U.S.C. § 1367.

3. Plaintiff SS&C Technologies, Inc. is a Delaware corporation with its principal place business in Connecticut. On information and belief, defendant Reuters America LLC is a Delaware limited liability company with its principal place of business in New York; defendant Reuters Limited is a United Kingdom corporation the principal place of business of which is unknown but which is doing or, in the alternative,

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transacting business in this state; and defendant Reuters America, Inc. is a Delaware corporation with its principal place of business in New York. This complaint refers to the defendants collectively as "Reuters."

COUNT I

4. On or about September 17, 1999, NeoVision Hypersystems, Inc. and Bridge Data Company entered into the contract that is annexed as exhibit A to this complaint. The contract provided that New York law would govern and that the parties consented to the jurisdiction of courts located in this state.

5. In February, 2004, NeoVision assigned the contract to SS&C in connection with SS&C's acquisition of NeoVision's business and all or substantially all of its assets.

6. On information and belief, Bridge Data assigned its rights and obligations under the contract to Reuters in October, 2001, in connection with Reuters' acquisition of certain assets from Bridge Data. It did so without NeoVision's or SS&C's prior written approval.

7. NeoVision and SS&C (hereafter unless the context otherwise requires, collectively "SS&C") fully performed their obligations under the contract.

8. Pursuant to the contract, SS&C is entitled to $62,500 quarterly for the licensing of its Heatmaps-Lite software, as well as interest on any late payments at one and one-half percent per month.

9. Reuters stopped paying SS&C licensing fees after the first quarter of 2004. It therefore owes SS&C $375,000 for the fees, as well as interest on that sum until payment is made.

10. In addition, Reuters is obligated to pay SS&C a license fee per month for each subscriber granted access to its Heatmaps-Pro software.

11. SS&C does not know the precise amount that Reuters owes on account of these subscription fees, but it believes the total to be in excess of $75,000. It is also entitled to interest on late payments of the subscription fees at one and one-half percent per month until they are paid.

12. Despite due demand, Reuters has refused and continues to refuse to pay all or any part of either sum unless SS&C waives its remaining rights. SS&C has been damaged in that amount.

13. The contract provides that SS&C is entitled to recover its reasonable attorneys' fees and expenses as the result of Reuters' breach.

COUNT II

14. SS&C realleges paragraphs 4-7 and 10-13 of the complaint.

15. Reuters has contended that the contract expired on September 16, 2003. SS&C disputes that contention. However, if the contract is held to have expired on that date, all licenses that SS&C granted to Reuters terminated, and Reuters was required to cease all distribution and sublicensing of Heatmaps-Lite and Heatmaps-Pro.

16. Reuters continued to offer Heatmaps-Lite and Heatmaps-Pro in interstate and international commerce to its customers after September 16, 2003.

17. As a consequence, Reuters has breached and continues to breach the contract.

COUNT III

18. SS&C realleges paragraphs 4-7 and 15-16 of the complaint.

19. In the alternative, SS&C is entitled to recover fair value for Reuters' use of its software.

COUNT IV

20. SS&C realleges paragraphs 4-7 and 15-16 of the complaint.

21. NeoVision registered the trademark "Heatmaps" with the United States Patent and Trademark Office on March 3, 1998. A copy of the trademark registration is annexed as exhibit B to this complaint.

22. In February, 2004, SS&C acquired that trademark in connection with SS&C's acquisition of NeoVision's business and all or substantially all of its assets.

23. As a result of SS&C's widespread advertising, promotion, and licensing of the Heatmaps products, Heatmaps has become distinctive and has acquired secondary meaning. The term indicates to the industry and to the public at large SS&C as the products' single source. Accordingly, Heatmaps has become a well-recognized trademark and has acquired a distinctive and protectible trade dress.

24. Reuters knew of the valuable good will and extensive recognition that SS&C have established for Heatmaps in the marketplace and has intentionally been trading upon that good will and recognition.

25. Reuters' conduct is likely to cause and, on information and belief, has caused confusion in the relevant trade and among members of the public.

26. Reuters' conduct violated the Lanham Act, 15 U.S.C. §§ 1114, 1125(a).

27. On information and belief, Reuters acted willfully.

WHEREFORE, plaintiff SS&C Technologies, Inc. demands judgment of defendants Reuters Limited, Reuters America, Inc and Reuters America LLC:

(a) in an amount to be demonstrated at trial, but in no event less than $418,000, and, if awarded on the fourth cause of action, enhanced damages as provided by statute, plus in any event interest as provided in the contract or by law;

(b) declaring that Reuters has breached the contract and that the contract has thereby been terminated;

(c) enjoining Reuters and their officers, directors, employees, agents, and all those acting together or in concert with them from employing, licensing, selling, or otherwise dealing in Heatmaps or the name Heatmaps; together with

(d) reasonable attorneys' fees and expenses and the costs and disbursements of this action.

Dated: New York, NY
January 9, 2006

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EXHIBIT A

2b

FILE

Distribution Agreement
between
Bridge Data Company
and
NeoVision Hypersystems, Inc.

THIS DISTRIBUTION AGREEMENT ("Agreement") is made and entered into this ____ day of September, 1999 (the "Effective Date") by and between Bridge Data Company ("BRIDGE"), having its principal place of business at 717 Office Parkway, St. Louis, MO 63141, and NeoVision Hypersystems, Inc. ("NEOVISION"), a corporation having its principal place of business at 50 Broadway, 34th Floor, New York, NY 10004.

WITNESSETH

WHEREAS, BRIDGE, directly, and through its Affiliates (as defined in paragraph 2.1), collectively Bridge Information Systems Companies, prepares and transmits financial data to subscribers by means of certain information services (the "Information Services");

WHEREAS, NEOVISION has proprietary rights in certain financial reporting software known as Heatmaps-Lite and Heatmaps-Pro;

WHEREAS, subject to the terms and conditions of this Agreement, the Parties desire that NEOVISION customize its Heatmaps-Lite and Heatmaps-Pro for use with the Information Services listed on Exhibit E4, attached hereto (the "Designated Information Services");

WHEREAS, subject to the terms and conditions of this Agreement, the Parties desire that BRIDGE and its Affiliates include the customized Heatmaps-Lite as a standard feature on the Designated Information Services; and

WHEREAS, subject to the terms and conditions of this Agreement, the Parties desire that BRIDGE and its Affiliates offer the customized version of Heatmaps-Pro as an optional feature of the Designated Information Services.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein, the Parties hereby agree as follows:

1 Development, Delivery and Acceptance

1.1 Development. NEOVISION shall develop customized versions of Heatmaps-Lite and Heatmaps-Pro that are compatible with the Designated Information Services (such customized object code versions referred to herein as "HEATMAPS-LITE" and "HEATMAPS-PRO," and collectively as "HEATMAPS"). The functionality of the HEATMAPS shall not be less than the functionality of the commercial versions of Heatmaps-Lite and Heatmaps-Pro generally made available. Any upgrades or enhancements to the commercial versions of Heatmaps-Lite and Heatmaps-Pro shall be provided to BRIDGE within thirty (30) days after NEOVISION makes a general release of such upgrades or enhancements. In the event that BRIDGE notifies NEOVISION of any bugs in the HEATMAPS that materially alter the functionality of HEATMAPS, NEOVISION shall provide BRIDGE with a fix for such bugs within a commercially reasonable time. NEOVISION further agrees to provide any other update that NEOVISION makes that is applicable to the HEATMAPS on a quarterly basis.

1.2 Assistance. BRIDGE shall provide all assistance as NEOVISION may reasonably request in the development of HEATMAPS, including, without limitation, access to the appropriate APIs for the Designated Information Services.

1.3 Delivery. Within ninety (90) days of the Effective Date, NEOVISION shall deliver to BRIDGE one (1) copy of each of the HEATMAPS, in object code form.

1.4 Acceptance Test. BRIDGE shall, not later than twenty (20) calendar days after receipt of HEATMAPS, complete Acceptance Testing. As used herein, the term "Acceptance Testing" shall mean testing performed by BRIDGE to demonstrate that HEATMAPS-LITE and HEATMAPS-PRO includes the functionality identified in Exhibits E1 and E2 respectively, and ensuring that HEATMAPS integrate into the Designated Information Services without material loss of such functionality. Upon the successful completion of Acceptance Testing, BRIDGE shall notify NEOVISION in writing of its acceptance of HEATMAPS ("Acceptance"). The date of such notification shall be considered the "Acceptance Date."

1.5 Re-Test. If HEATMAPS-PRO or HEATMAPS-LITE or any portion thereof fails to pass the Acceptance Test, BRIDGE shall notify NEOVISION of such failure. NEOVISION will correct all deficiencies not later than twenty (20) calendar days after receipt of BRIDGE's notice of such failure. Within twenty (20) calendar days after such corrections have been made, BRIDGE will retest HEATMAPS-PRO and HEATMAPS-LITE. If HEATMAPS-PRO or HEATMAPS-LITE still fail the Acceptance Test after corrections having been made in accordance with this paragraph 1.5, BRIDGE shall either: (a) grant NEOVISION additional time to correct the outstanding deficiencies, or (b) terminate the Agreement and NEOVISION will refund the Customization Fee, less $25,000.

2 License

2.1 Grant by NEOVISION. Subject to the terms and conditions of this Agreement, NEOVISION hereby grants to BRIDGE and any entity that is controlled by, or is under common control with BRIDGE ("Affiliates") a non-transferable and non-exclusive license commencing on the Acceptance Date and continuing through the remainder of the Term (as defined in Section 7.1) to:

2.1.1 copy HEATMAPS as necessary for (i) distribution as provided in this Agreement, (ii) promotional marketing and support purposes as provided in this Agreement, and (iii) reasonable archival or back-up purposes;

2.1.2 distribute and sublicense directly or through agents of BRIDGE or its affiliates, HEATMAPS to subscribers of the Designated Information Services ("Subscribers");

2.1.3 use the NEOVISION trademarks identified in Exhibit E5 and NEOVISION's trade name in materials used to market and promote HEATMAPS, subject to prior approval by NEOVISION, which shall not be unreasonably withheld or delayed;

2.1.4 display HEATMAPS for promotional purposes at any office of BRIDGE and its Affiliates and at trade shows or similar marketing and promotional events; and

2.1.5 distribute and sublicense as provided in Section 3, directly or through agents of BRIDGE or its Affiliates HEATMAPS-PRO to Subscribers at no cost on a trial basis for not longer than thirty (30) days per Subscriber.

~~1.2~~2.2 Grant by BRIDGE. Subject to the terms and Conditions of this Agreement, provided NEOVISION signs BRIDGE's standard subscriber agreement, BRIDGE hereby grants to NEOVISION a non-exclusive royalty free, fully paid license for the Term to use the BridgeStation IS Information Service at NEOVISION's offices in Pittsburgh, Pennsylvania and New York, New York on 20 total workstations to be used for development purposes only. BRIDGE shall provide all software and server hardware necessary to implement this grant, including but not limited to, server(s), software and data feed(s). All other expenses in providing this service, exclusive of third-party telecommunications costs and exchange fees, shall be borne by BRIDGE.

3 Distribution and Marketing

3.1 Distribution of HEATMAPS-LITE. Commencing on the Acceptance Date and continuing for the remainder of the Term, BRIDGE and its Affiliates and agents shall have the option to distribute HEATMAPS-LITE to Subscribers as an integrated feature with all versions of the Designated Information Services released subsequent to the Acceptance Date; provided, however, that (i) Subscribers may not be granted access to HEATMAPS-LITE without agreeing in writing to be bound by BRIDGE's standard Subscriber agreement then in effect which shall contain substantially similar provisions to those set forth in Exhibit E7.

3.2 General distribution of HEATMAPS-PRO. Commencing on the Acceptance Date and continuing for the remainder of the Term, BRIDGE and its Affiliates shall have the option to offer HEATMAPS-PRO to Subscribers as an optional feature on all versions of the Designated Information Services released subsequent to the Acceptance Date; provided, however, that before delivery of HEATMAPS-PRO to any Subscriber, such Subscriber agrees in writing to be bound by BRIDGE's standard Subscriber agreement then in effect, which shall contain substantially similar provisions to those set forth in Exhibit E7.

3.3 Distribution of evaluation copies of HEATMAPS-PRO. Commencing on the Acceptance Date and continuing for the remainder of the Term, BRIDGE and its Affiliates shall have the option to offer HEATMAPS-PRO to Subscribers on a royalty free evaluation period of not more than thirty (30) days provided that before delivery of HEATMAPS-PRO to any Subscriber such Subscriber agrees in writing to be bound by BRIDGE's standard Subscriber agreement then in effect, which shall contain substantially similar provisions to those set forth in Exhibit E7.

3.4 Marketing. During the Term, BRIDGE and its Affiliates shall promote and market HEATMAPS as provided in Exhibit E5.

4 Support

4.1 User Support. BRIDGE shall provide Level 1 support to users of HEATMAPS as provided in Exhibit E6.

4.2 Level 2 Support. NEOVISION shall provide Level 2 support to BRIDGE as provided in Exhibit E5 for up to five (5) BRIDGE personnel, designated by BRIDGE.

4.3 Distributor Support Training. NEOVISION shall provide two (2), full day training seminars at NEOVISION's facilities to the designated BRIDGE personnel at BRIDGE's request once per calendar year.

4.4 Documentation. NEOVISION shall provide to BRIDGE on-line user help documentation and a support guide specific to HEATMAPS-LITE and HEATMAPS-PRO.

4.5 Sales Training. Upon the reasonable request of BRIDGE, NEOVISION shall provide personnel for quarterly sales training seminars.

5 Pricing and Payment

5.1 Customization Fee. In consideration of NEOVISION customizing its Heatmaps-Lite and Heatmaps-Pro to integrate with the Designated Information Services, BRIDGE shall pay NEOVISION a fee of $150,000. $75,000 of the fee shall be payable on the Effective Date and $75,000 shall be payable within thirty (30) days after the Acceptance Date.

5.2 HEATMAPS-LITE License Fee. In consideration of NEOVISION licensing HEATMAPS-LITE to BRIDGE and its Affiliates, BRIDGE shall pay NEOVISION a license fee of $250,000 per year for so long as this Agreement shall remain in effect (prorated for any partial year during which the Agreement remains in effect) commencing upon the Acceptance Date. Such payment shall be made in quarterly installments of $62,500. NEOVISION shall invoice BRIDGE for the initial installment, which shall be prorated for the portion of the then current calendar quarter remaining on or after the Acceptance Date. NEOVISION shall invoice BRIDGE for subsequent installments on or after the first day of each calendar quarter for which payment is due, with the last installment being prorated for the portion of the last quarter during which the Agreement is in effect. BRIDGE shall pay all such invoices within thirty (30) days of receipt.

5.3 HEATMAPS-PRO License Fee. In consideration of NEOVISION licensing HEATMAPS-PRO to BRIDGE and its Affiliates, BRIDGE shall pay NEOVISION a license fee as follows:

5.3.1 General. Subject to Threshold License Fee Deduction described in paragraph 5.3.2 below BRIDGE shall pay NEOVISION a HEATMAPS-PRO License Fee for each Subscriber who is granted access to HEATMAPS-PRO. Such License Fee shall be the greater of (i) the royalty percentage (as set forth in Exhibit E3) multiplied by the gross fees charged to the applicable Subscriber for HEATMAPS-PRO, or (ii) the applicable Index Price (as set forth in Exhibit E3) for HEATMAPS-PRO.

5.3.2 Threshold License Fee Deduction. HEATMAPS-PRO License Fees shall accrue pursuant to paragraph 5.3.1 only during periods which, and only to the extent that the number of Subscribers having access to HEATMAPS-PRO exceeds sixty-three (63).

~~1.4~~5.4 Payment Terms. Any HEATMAPS-PRO License Fees due NEOVISION shall be made within thirty (30) days after the close of each calendar quarter for amounts accrued during such quarter.

5.5 Collection of Subscription Fees. BRIDGE shall be responsible for billing and collecting all fees due from Subscribers for their receipt of HEATMAPS-PRO.

5.6 Reports. BRIDGE and its Affiliates shall submit, within thirty (30) days of the end of each calendar quarter, a statement or statements showing the calculation of payments due NEOVISION pursuant to Section 5.3.1. Such statement or statements shall include, at a minimum, the name of each Subscriber, the date each of subscription, and the amount paid by each Subscriber during the reporting period.

5.7 Books and Records. BRIDGE and any of its Affiliates that makes payment to NEOVISION hereunder will maintain true and correct books of account containing a record of all information necessary to calculate the fees due hereunder for a period of one (1) year following the date that each such fee is due. NEOVISION shall be entitled to have an independent accountant review, at NEOVISION's cost, during BRIDGE's regular business hours, such books and records for the purpose of verifying the accuracy of such calculation and the amount of fees due hereunder. In the event that a review discloses any underpayment, BRIDGE shall remit any unpaid amounts within thirty (30) business days of notice thereof. If the review discloses an underpayment of greater than seven and one-half percent (7.5%) of the amount actually owed during any calendar quarter, BRIDGE shall bear the cost of the review.

5.8 Late Payments. Any amount payable to NEOVISION under this Agreement which is not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less.

5.9 Payments by BRIDGE Affiliates. Any payments due NEOVISION hereunder may be made by BRIDGE or any of its Affiliates and all payments made by BRIDGE and each of its Affiliates, whether under this Agreement or another agreement pertaining to the same versions of HEATMAPS, shall be aggregated to satisfy BRIDGE's obligations hereunder; provided, however, that, at the time such payment is due, BRIDGE submits to NEOVISION a schedule indicating the amount paid by each such Affiliate. BRIDGE shall be liable for the difference between the amounts actually received from all BRIDGE Affiliates and the amount due NEOVISION. It is the intent of the parties that this Agreement not be construed as requiring duplicate payments by BRIDGE or any of its Affiliates pursuant to other agreements pertaining to the same versions of HEATMAPS.

6 Ownership

6.1 Each Party owns and shall retain all right, title and interest in its names, logos, trademarks and service marks, copyrights, software, proprietary technology and other intellectual property that is currently used or which may be developed in the future ("Proprietary Materials"). In the case of NEOVISION, Proprietary Materials includes, but is not limited to, Heatmaps-Lite, HEATMAPS-LITE, Heatmaps-Pro, HEATMAPS-PRO, and NEOVISION's trademarks. In the case of BRIDGE and its Affiliates, Proprietary Materials includes, but is not limited to, the Information Services. Neither Party shall copy, distribute, reverse engineer, reproduce or use the other Party's Proprietary Materials except as expressly permitted under this Agreement. Except as otherwise expressly set forth in the Section 2, this Agreement grants no rights whatsoever to either party or its affiliates or agents in the patents, copyrights, trade secrets, trademarks, service marks or other intellectual property rights of the other party, whether created prior to, during or after the performance of this Agreement.

7 Term

7.1 Term. This Agreement will commence on the Effective Date and will continue for a period of two (2) years (the "Initial Term"). Thereafter, the Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Term") unless BRIDGE notifies NEOVISION in writing of its election not to renew the Agreement at least sixty (60) days prior to the expiration of the Initial Term or preceding Renewal Term, as applicable. The Initial Term together with any Renewal Term(s) constitutes the "Term" of the Agreement. The terms of the Agreement during any Renewal Term shall be equal to or better (for BRIDGE) than the terms provided to BRIDGE as of the Effective Date, provided that after year 5, NEOVISION may terminate this Agreement on twelve month's notice or serve BRIDGE with sixty (60) days notice prior to the end of any Term after year 5 of an intent to renegotiate the Agreement. BRIDGE may terminate the Agreement in the event of any renegotiation and NEOVISION agrees that any renegotiation will not result in an increase of more than 125% of the current fees for HEATMAPS LITE and HEATMAPS PRO.

7.2 Termination for Cause. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement by giving thirty (30) days' prior written notice to the other Party; provided, however, that this Agreement shall not terminate if the other Party has cured the breach prior to the expiration of such thirty (30) day period, or if such breach cannot be cured within such thirty (30) day period, the other Party has taken steps within such thirty (30) day period to cure the breach and thereafter cured such breach as soon as practicable.

7.3 Termination for Insolvency. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business.

7.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, the licenses granted pursuant to Article 2 hereof shall immediately terminate and BRIDGE and its Affiliates shall immediately cease all distribution and sublicensing of HEATMAPS-LITE and HEATMAPS-PRO. In the event of termination due to material breach of this Agreement by NEOVISION or NEOVISION's insolvency under Section 7.3 during the Initial Term of this Agreement, BRIDGE shall be entitled to a pro rata refund of any pre-paid fees and of the Customization Fee for the portion of the Initial Term remaining after termination of the Agreement. In the event of termination of this Agreement other than due to NEOVISION's breach, BRIDGE shall pay to NEOVISION all unpaid fees that have accrued hereunder prior to the date of termination, within thirty (30) days of the effect date of termination.

7.5 Survival. The provisions of Paragraph 7.4 and 7.5 and Articles 5.3, 6, 8, 9, 10, and 12 shall survive the expiration or termination of this Agreement for any reason.

7.6 NEOVISION agrees that, in the event that 10% or more of the controlling rights to NEOVISION is transferred to either Reuters, Bloomberg, CBS MarketWatch or any of their successors, BRIDGE will have right to terminate this Agreement based on any such change of control by providing notice to NEOVISION (i) within ninety (90) days of NEOVISION's change of control or (ii) within 90 days of receipt of notice of such change of control, whichever is later.

8 Warranties, Indemnification and Limitation of Liability

8.1 NEOVISION Warranty. NEOVISION represents and warrants that (i) HEATMAPS-PRO and HEATMAPS-LITE will function substantially in the manner in which it was intended as it relates to date related operations when given a valid date containing year, month and day, for the duration of the Agreement provided that all hardware and software provided by BRIDGE that exchanges date information with HEATMAPS is year 2000 compliant: (ii) HEATMAPS-LITE and HEATMAPS-PRO will include the functionality detailed in Exhibits E1 and E2 respectively during the Term and will function in accordance therewith, (iii) NEOVISION has taken commercially reasonable steps to ensure that the HEATMAPS delivered to BRIDGE by NEOVISION are, at the time of delivery, free from embedded viruses: and (iv) NEOVISION has used the most recent anti-virus software commercially available to it at the time of delivery to detect viruses on HEATMAPS delivered to BRIDGE by NEOVISION. NEOVISION shall have no warranty obligations hereunder if the defect in the HEATMAPS is caused by modification made by BRIDGE, by operator error or by use that is not in accordance with applicable operating instructions.

8.2 BRIDGE Warranty. BRIDGE represents and warrants that BRIDGE and its Affiliates and agents will not disseminate any false or misleading information regarding NEOVISION, HEATMAPS, Heatmaps-Lite or Heatmaps-Pro.

8.3 NEOVISION Indemnification. NEOVISION shall indemnify, defend and hold harmless BRIDGE and its Affiliates and its officers, employees and directors, against any cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees) arising from or related to (i) any claim that HEATMAPS-PRO and/or HEATMAPS-LITE (as delivered by NEOVISION to BRIDGE) is incomplete or inaccurate; (ii) for any errors, omissions, interruptions or delays in HEATMAPS-PRO and/or HEATMAPS-LITE that are caused by NEOVISION; (iii) the breach by NEOVISION of any covenant, representation or warranty contained in this Agreement or (iv) any claim that the HEATMAPS, as provided to BRIDGE by NEOVISION, infringe a third party's intellectual property rights. NEOVISION shall have no liability for any claim based upon: (i) any content or data provided by BRIDGE to NEOVISION (ii) the alteration or modification of HEATMAPS which alteration or modification was not made by NEOVISION; or (iii) the failure by BRIDGE to use the most current version of, or updates to, HEATMAPS. BRIDGE agrees to notify NEOVISION promptly in writing of any claim, to permit NEOVISION to defend, compromise or settle the claim and to provide all available information and reasonable assistance regarding such claim.

8.4 BRIDGE Indemnification. BRIDGE and its affiliates shall jointly and severally indemnify, defend and hold harmless NEOVISION and its Affiliates and its officers, employees and directors, against any cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees) arising from or related to (i) any claim that the Information Services are incomplete or inaccurate; (ii) for any errors, inaccuracies, omissions, interruptions or delays in the Information Services that are not caused by NEOVISION; (iii) the breach by BRIDGE of any covenant, representation or warranty contained in this Agreement, (iv) any claim that the Information Services infringe a third party's intellectual property rights, or (v) any use of, or modification to, the HEATMAPS by BRIDGE that is not expressly authorized by NEOVISION. NEOVISION agrees to notify BRIDGE promptly in writing of any claim, to permit BRIDGE to defend, compromise or settle the claim and to provide all available information and reasonable assistance regarding such claim.

8.5 Disclaimer. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, HEATMAPS-LITE AND HEATMAPS-PRO ARE PROVIDED ON AN AS-IS BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

8.6 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGES. THE LIABLITY OF EITHER PARTY FOR DAMAGE OR ALLEGED DAMAGES ARISING FROM OR PERTAINING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, IS LIMITED TO, AND WILL NOT EXCEED IN THE AGGREGATE, THE AMOUNT ACTUALLY RECEIVED BY NEOVISION PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT INCLUDING THIS SECTION, THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT SHALL NOT APPLY TO NEOVISION'S INDEMNIFICATION OF BRIDGE UNDER SECTION 8.3(iv) or BRIDGE'S INDEMNIFICATION OF NEOVISION UNDER SECTION 8.4(iv).

9 Confidentiality

9.1 Restrictions. The Parties agree that, as a condition to the receipt of Confidential Information (as defined below) under this Agreement, the recipient shall: (i) not disclose, directly or indirectly, to any third party any portion of the Confidential Information without the prior written consent of the disclosing Party; (ii) not use or exploit the Confidential Information in any way except for purposes of this Agreement; (iii) promptly return or destroy, at the disclosing Party's option, all materials and documentation containing the Confidential Information upon request of the disclosing Party; (iv) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as the recipient would with its own confidential information; and, (v) promptly advise the disclosing Party in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

9.2 Governmental Order. If either Party is required under a final judicial or governmental order to disclose any Confidential Information received from the other Party, such Party may disclose the Confidential Information provided that they give the other Party sufficient prior notice to contest such order.

9.3 Employees. The Parties shall take all necessary steps to ensure that its employees and agents comply with the foregoing confidentiality restrictions and obligations.

9.4 Confidential Information. "Confidential Information" shall mean confidential or other proprietary information that is disclosed by either Party to the other Party, including, without limitation, business plans, financial reports and other business information, product plans and specifications, software designs and code (including source code), and any related information, materials or documents in any form. Confidential Information shall not include information as to which the receiving Party can show: (i) is or becomes a part of the public domain through no act or omission of the receiving Party; (ii) is in the receiving Party's possession, with no confidentiality restrictions, prior to the time of disclosure under this Agreement; (iii) is disclosed to the receiving Party by a third party with no confidentiality restrictions and the receiving party has no reason to believe that such disclosure is subject to confidentiality restrictions; (iv) is independently developed by the receiving Party without use of, or reference to, the disclosing Party's Confidential Information; or (v) is released from confidential treatment by written consent of the disclosing Party.

9.5 Ownership. All Confidential Information furnished hereunder shall, unless otherwise specified in writing, shall remain the property of the disclosing Party.

10 Relationship of the Parties

10.1 This Agreement is not to be construed as creating a partnership or other form of business organization between BRIDGE and NEOVISION and both BRIDGE and NEOVISION understand that in all of their activities hereunder they shall act solely in the capacity of independent contractors.

11 Assignment

11.1 Neither BRIDGE nor NEOVISION shall assign its interest herein or its respective rights or obligations hereunder without the prior written approval of the other; provided, however, that subject to section 7.6, nothing herein shall prevent any change in ownership of either party or the assignment of such rights or obligations to any entity under substantially the same control as such party or in connection with the sale or transfer of all or substantially all of the assets and/or business of such party.

12 General Provisions

12.1 Notices hereunder shall be in writing and shall be sent by Federal Express or other overnight mail or courier service, to the following addresses, provided that either party may change such address upon written notice to the other party given in the same manner:

12.2 If to NEOVISION:

NeoVision Hypersystems, Inc.
50 Broadway, 34th Floor
New York, New York 10004
Attn.: Connac Kinney, President

~~1.3~~12.3 If to BRIDGE:

Bridge Data Company
717 Office Parkway
St. Louis, Missouri 63141
Attn.: Manager, Database

~~1.4~~12.4 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of New York without regard to conflicts of law principles. All Parties agree to submit themselves to the jurisdiction of the State of New York.

12.5 Neither Party shall distribute any publicity, including press releases, regarding the financial terms of this Agreement without receiving the prior approval of the other. Disclosure of the terms of this Agreement as required in the course of compliance with the reporting requirements of Federal or State laws shall be excluded from this requirement.

12.6 In the event that any part of this Agreement shall be held to be illegal or null and void by any court of competent jurisdiction, such determination shall not affect remaining parts of this Agreement and they shall remain in full force and effect.

12.7 This Agreement shall be binding upon and shall inure to the benefits of the Parties hereto and their respective permitted successors and assigns.

12.8 The failure of either BRIDGE or NEOVISION at any time or times to require performance of any provision hereof shall not affect its right at a later time to enforce the same. No waiver by either BRIDGE or NEOVISION of the breach of any provision hereof shall be deemed to be a continuing or further waiver of any such breach.

12.9 The headings of this Agreement have been inserted for convenience only and are to be of no force or effect in any interpretation or construction of the provisions hereof.

12.10 This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, if any, of the Parties in connection therewith, and may not be amended except in a writing executed by both BRIDGE and NEOVISION.

12.11 Neither Party shall be liable in damages for any delay or default in performing its obligations hereunder if such delay or default is caused by acts of God, third party providers of information, public enemy, fire or other casualty, labor dispute or, without limiting the foregoing, any circumstances beyond the Party's reasonable control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

Bridge Data Company

By: [signature]
Signature

Harry B. Tenkin
Print or Type Name

Managing Director
Title

9/17/99
Date

NeoVision Hypersystems, Inc.

By: [signature]
Signature

Cormac L. Kinney
Print or Type Name

Chief Executive Officer
Title

9/17/99
Date

Exhibit E1 - HEATMAPS-LITE

The HEATMAPS-LITE shall consist of NEOVISION's Basic Heatmaps product which shall include ten (10) Heatmaps.

Heatmaps Lite for Bridgestation is a limited function version of the Heatmaps Application Environment. Heatmaps Lite for Bridgestation will provide the following features:

- Lite Viewer for viewing real-time Heatmaps
  - Data received via DDE from BridgeStation
  - ActiveX compatible component
  - Predefined Click pop-up to BridgeStation QuoteLine
  - Reference Cell functionality
  - Show Value functionality
  - Color Bar Scaling Options
  - Active Color Bar
  - Online HELP
  - Compatibility with Bridgestation permissioning mechanisms
- 10 custom Heatmaps
  - BRIDGE may design or choose Heatmaps from NeoVision's Catalog
    - 4-6 analytic buttons each
    - 25 to 500 securities each
  - Predefined Instrument selection in Heatmaps
  - Predefined Analytics

Exhibit E2 - HEATMAPS-PRO

HEATMAPS-PRO shall consist of NEOVISION's Heatmaps Pro product which is an add-on to the Heatmaps-Lite product. HEATMAPS PRO for BridgeStation provides full functionality of any other commercially available HEATMAPS PRO product.
In addition to the basic functionality provided by Heatmaps Lite for Bridgestation, HEATMAPS PRO adds:

- Heatmaps Editor which allows the user to create an unlimited number of custom Heatmaps
    - In-cell editing which allows the instruments being monitored by an active Heatmap to be changed by a right mouse click command
    - Customizable Grid Sizes
    - Customizable Analytics including the ability to integrate Foreign Functions
    - Variable support within formulas
    - Customizable Page Displays
    - Customizable Pop Ups
    - Customizable Alarms
- Bridgestation List support
- ODBC access to databases and/or spreadsheets
- Hotspot displays (an alternative form of graphic display)
- Remote Activation upon licensing

Exhibit E3 - Royalty Payments for HEATMAPS-PRO

The Index Price shall vary according to the number of Subscribers within a single legal entity as follows:

Number of Subscribers	Index Price (per month)
0-250	$75
251-500	$71
501-750	$68
751-1000	$64

The Royalty Percentage shall vary according to the fee that Bridge charges Subscribers for access to HEATMAPS-PRO as follows:

Subscriber Fee (per month)	Royalty Percentage
Less than $120	75%
120-175	73%
176-200	71
201-225	69
226-250	67.5
251-275	66.5
276-300	65

Exhibit E4 – Licensed Desktop Products

All users with licenses for the following Bridge products:

Designated Information Services:
BridgeStation A
BridgeStation IS
BridgeStation Plus
Any other product of BRIDGE which is at least as expensive as the BridgeStation A package

Exhibit E5 –Promotion

NeoVision Trademarks: Heatmaps™
Heatmaps™-Lite
Heatmaps™-Pro
Heatmaps™ Catalog

Bridge Promotion

- About Heatmaps Screen accessible from Menu always or at least when Heatmaps-Lite is running
  - Designed by NeoVision, approved by Bridge
  - Describe Heatmaps-Pro Upgrade and NeoVision as author
- The BridgeStation product-oriented print ads which include Heatmaps will include
  - Bullet item in feature list
  - Pictured if BridgeStation screen is shown
  - Heatmaps™ is attributed to NeoVision
- Heatmaps included in BridgeStation promotional slicks
  - Bullet item in feature list
  - Pictured in screenshots
- Heatmaps-Lite and Heatmaps-Pro promoted on Bridge's website
  - What's New section for 2 months after BridgeStation release
  - In Products:Workstation:BridgeStation section level
- Heatmaps feature and help included in BridgeStation documentation
  - Provided by NeoVision, edited and approved by Bridge
- Heatmaps-Pro promotional slick
  - Designed by Bridge, edited for content by NeoVision
- Sales incentive program
  - Heatmaps count towards sales quota
- Tradeshow presentation
- NeoVision will prepare, print and mail direct mail advertisements promoting Heatmaps-Pro on BridgeStation, subject to BRIDGE's approval, such approval not to be unreasonably withheld.

Bridge and NeoVision Joint Promotion

- Press Briefing announcing Heatmaps feature within BridgeStation
  - Hosted at Bridge WFC, featuring a Bridge Executive Officer and Cormac Kinney
  - Promoted by Bridge and NeoVision
- Joint Press Release announcing Heatmaps licensing, written by NeoVision, approved and distributed by both
- Joint Press Release announcing Heatmaps feature addition to BridgeStation, written by Bridge, approved by NeoVision
- Mandatory Quarterly Sales Training Seminars
  - Conducted by Bridge, designed and supervised by NeoVision
- Joint sales calls
  - NeoVision personnel will be permitted to go with Bridge sales personnel

Exhibit E6 –NEOVISION SUPPORT

NeoVision Support for Heatmaps for BridgeStation

Level 1 Support

- Provided by Bridge Customer Service representatives.
- Includes assistance with normal Heatmaps installation and usage questions.

Level 2 Support

- Provided by NeoVision Client Service representatives to Bridge Customer Service contacts
- NeoVision support number(s) will be provided to Bridge for use by up to three named Bridge contacts.
- Problem investigation status and resolutions will be provided by NeoVision to the appropriate Bridge contact on a timely basis
- Where appropriate, NeoVision Client Service representatives will interface directly with a Bridge client in order to expedite problem resolution
- NeoVision Client Support will be available during normal business hours Monday [illegible]

SS&C

STRAIGHT-THRU PROCESSING SS&C

HEADQUARTERS:
WINDSOR
USA:
CHICAGO
MINNEAPOLIS
NEW YORK
INTERNATIONAL:
AMSTERDAM
KUALA LUMPUR
LONDON
TOKYO

January 25, 2005

BY OVERNIGHT COURIER

Mr. Phil Lynch
Chief Executive Officer
Reuters America LLC
3 Times Square
New York, NY 10036

Dear Phil:

SS&C wants to work with Reuters to improve and expand our business relationship. But we first have to address the obligations arising from our existing agreement. Steve Whitman, SS&C's General Counsel, and Harry Temkin, Executive Vice President of Reuters, exchanged letters last summer about this situation but this exchange did not resolve the differences between us. I am writing to you now to see if we as CEOs can get this cleared up.

SS&C believes that Reuters has been using SS&C's software but has not been paying SS&C for it as it agreed to do under the agreement.

The amount owed by Reuters to SS&C under the agreement is $288,437.50. I will accept a payment of $200,000 to resolve this and, hopefully, make a new agreement which is profitable for both of us.

Sincerely yours,

Bill

William C. Stone
Chairman of the Board and
Chief Executive Officer

SS&C TECHNOLOGIES, INC., 80 LAMBERTON ROAD, WINDSOR, CT 06095-0760
860-298-4500 • 800-234-0556 • FAX: 860-298-4900 • E-MAIL: SOLUTION@sscinc.com • WEB SITE: www.ssctech.com

SS&C

Invoice

SS&C Technologies, Inc.
Department Number 5468
PO Box 30000
Hartford, CT 06150-5468
800-234-0556

Mr. Harry Temkin
Reuters
3 Times Square – 22nd Floor
New York, NY 10036

* Due and Payable Upon Receipt *

Make checks payable to *SS&C Technologies, Inc.* and mail to the above address.

Invoice # REUTERS04
Invoice Date: 1/24/05

HeatMaps Lite License Fee Coverage Period: April 1, 2004-June 30, 2004	**$ 62,500.00**
Interest assessed on Q2-2004 Fee	**$8,437.50**
HeatMaps Lite License Fee Coverage Period: July 1, 2004-September 30, 2004	**$ 62,500.00**
Interest assessed on Q3-2004 Fee	**$5,625.00**
HeatMaps Lite License Fee Coverage Period: October 1, 2004-December 31, 2004	**$ 62,500.00**
Interest assessed on Q4-2004 Fee	**$2,812.50**
HeatMaps Lite License Fee Coverage Period: January 1, 2005-March 31, 2005	**$ 62,500.00**
Tax	**$ 21,562.50**
Balance Due	**$288,437.50**

REUTERS

August 11, 2004

Stephen V. R. Whitman
Senior Vice President and General Counsel
SS&C Technologies, Inc.
80 Lamberton Road
Windsor, CT 06095-0760

Dear Mr. Whitman:

I am writing in response to your letter dated July 28, 2004. I believe that you are factually incorrect regarding the material issues mentioned in your letter.

A letter from Andrew McLean dated May 5, 2003 was sent to Cormac Kinney, then the CEO of NeoVision, terminating the Agreement effective September 16, 2003. In the letter, it was made clear that the reason for termination was that the subscription level could no longer justify the $250,000 annual fee. We also made it clear that we would be willing to discuss having Heatmaps provided on Bridge terminals purely as an add on.

Upon receipt of the letter, I had a conversation with Mr. Kinney where Mr. Kinney acknowledged receipt of the letter and the termination of the Agreement. He stated that he did not think it would make sense to cancel the subscriptions of the HEATMAPS-PRO clients but that they should remain on our system and we would pay for those users. I told him that I thought that this new arrangement made sense. This new arrangement was confirmed many times after this conversation as a result of conversations I had with Mr. Kinney and conversations other Reuters employees had with members of your staff, including Ed McGuinn. There were two items that came up after the initial conversation. The first was making it clear that since we were no longer paying the $250,000, Reuters would no longer be entitled to the first 63 users for free. We were and still are in complete agreement with this request. The second item was that we agreed to negotiate a new price with the understanding that until we came to an agreement, the price would remain at $75 per user. We have not yet agreed upon a new price.

As you can see quite clearly, there was no partial termination of the Agreement. There was full and complete termination both in writing and in the intent of the parties. The agreement to distribute HEATMAPS –PRO was a new arrangement worked out between the parties, with further details to be finalized. Obviously, SS&C is entitled to payment for the individual HEATMAPS-PRO users. However, you were inadvertently paid under the terms of the expired agreement through March of 2004. Not only is this not proof of any existence of the old agreement, but Reuters is entitled to reimbursement of overpaid fees. Based upon actual usage and payment made by Reuters, for the period ending July 31, 2004, Reuters would be entitled to reimbursement of $94,016.71.

Reuters would be pleased to discuss with SS&C ways in which we can continue to do business with each other in a mutually beneficial manner.

Sincerely,

Harry B. Temkin
Executive Vice President – Head of Desktop Products

c. Andrew McLean
Shmuel Bulka

Reuters America Inc
The Reuters Building
3 Times Square
New York NY 10036

Tel 646-223-4000
www.reuters.com

A subsidiary of Reuters Group PLC, Registered Office 85 Fleet Street London EC4P 4AJ Reg. Number 145516 England

EXHIBIT B

The United States of America

CERTIFICATE OF REGISTRATION

PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.

Bruce Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

Reg. No. 2,140,964

United States Patent and Trademark Office Registered Mar. 3, 1998

TRADEMARK
PRINCIPAL REGISTER

HEATMAPS

NEOVISION HYPERSYSTEMS, INC. (PENNSYLVANIA CORPORATION)
50 BROADWAY, 34TH FLOOR
NEW YORK, NY 10004

FOR: COMPUTER PROGRAMS AND SOFTWARE FOR USE IN THE REAL-TIME GRAPHICAL DISPLAY OF FINANCIAL MARKET INFORMATION, PORTFOLIOS, AND THE RESULTS OF REAL-TIME ANALYSIS OF FINANCIAL MARKET CONDITIONS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 9-1-1993; IN COMMERCE 9-1-1993.

SER. NO. 75-263,259, FILED 3-25-1997.

SCHUYLA GOODSON, EXAMINING ATTORNEY